

and State, came W. H. Swatszel, President of THE INTER-STATE MORTGAGE TRUST COMPANY, (a corporation), who is to me personally known to be such officer as aforesaid, and who is to me well known as the identical person who executed the within instrument as the party grantor, and he stated and acknowledged to me that the executed same as the voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the date above written.

Pearl Patrick, Notary Public.

(Seal)

My commission expires Apr. 13, A. D. 1908.

Filed for record at Tulsa, Okla. Mar. 8, 1910 at 1:20 o'clock P. M.

H. C. Walkley, Register of Deeds (Seal)

#####

#### OIL AND GAS LEASE.

THIS AGREEMENT, Made this 22nd day of March A. D. 1910, between Thomas H. Boles and his wife Nora B. Boles, Lessors, and M. T. Stauffer, Lessee,

WITNESSETH, That the lessor in consideration of One Dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby demise and grant unto the lessee, his heirs, successors and assigns, all the oil and gas in and under the following described tract of land, and also said tract of land for the purpose and with the exclusive right of operating thereon for said oil and gas, together with the right of way; the exclusive right to lay pipe over and upon, to erect and maintain all machinery, buildings, powers, tanks, fixtures, etc., necessary or required in the operations for oil and gas and also the right to remove at any time all property placed thereon by the lessee which tract of land is situated in the Township of Fry, County of Tulsa, State of Oklahoma, situated as follows: The NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12-Town. 18- Range 13 East.

containing in all 40 acres more or less.

TO HAVE AND TO HOLD The same unto the lessee his heirs, successors and assigns, for the term and period of 10 years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon; yielding and paying to the lessor the 1/8 part of all the oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessors credit; and should any well produce gas in sufficient quantities to justify marketing, the lessors shall be paid at the rate of Two hundred dollars per year for such well, as long as the gas therefrom is sold off the premises.

In case no well be commenced on the above premises within one year from the date hereof, this lease shall become null and void and without any further effect whatever, unless the lessee shall pay for the delay at the rate of Ten Dollars quarterly in advance for each and every  $\frac{1}{4}$  of year hereafter until a well is commenced or this lease surrendered as hereinafter provided. Such payments may be made in hand or by check mailed to lessors address or deposited in Union Trust Co. Bank at Tulsa, Okla.

And it is hereby mutually agreed that the drilling of a well to-----sand upon said premises shall be a full liquidation of all rentals during the remainder of this lease.

Lessee agrees to locate all wells so as to interfere as little as possible with